



CSX RAIL TRANSPORT
Law Department

9-087A044

RECORDATION NO. 7489 B FILED 1425

MAR 28 1989 -11 05 AM

INTERSTATE COMMERCE COMMISSION

500 Water Street
Speed Code J-150
Jacksonville, FL 32202
(904) 359-3100
Writer's direct telephone line:

(904) 359-3673

March 22, 1989

Date _____

Fee \$ _____

ICC Washington, D. C.

Secretary
Interstate Commerce Commission
12th & Constitution, NW
Washington, DC 20423

Dear Secretary:

I have enclosed four counterparts of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is an Instrument of Satisfaction and Release dated as of March 15, 1989, a secondary document. The primary document to which this release is connected is recorded under Recordation No. 7489.

The names and addresses of the parties to the release are as follows:

Mercantile-Safe Deposit
and Trust Company
P. O. Box 2258
Baltimore, Maryland 21203

CSX Transportation, Inc.
(successor to Seaboard Coast
Line Railroad Company and
Louisville and Nashville
Railroad)
500 Water Street
Jacksonville, Florida 32202

MAR 20 11 02 AM '89
NOTICE OF EXAMINING UNIT

Secretary
Interstate Commerce Commission
March 22, 1989
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A fee check in the amount of \$13 is also enclosed.
Please return all counterparts not required by the Commission
for recordation to:

Mr. David M. Yearwood
Senior Counsel
CSX Transportation, Inc.
500 Water Street
Jacksonville, Florida 32202

A short summary of the document to appear in the
index follows:

General release.

Very truly yours,


David M. Yearwood
Senior Counsel

DMY/cra

W/Enclosures

MAR 28 1989 -11 05 AM

INTERSTATE COMMERCE COMMISSION

INSTRUMENT OF SATISFACTION AND RELEASE dated as of March 15, 1989 by and between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY (the "Agent") and CSX TRANSPORTATION, INC., a Virginia corporation (the "Railroad") (successor to Seaboard Coast Line Railroad Company ("SCL") and Louisville and Nashville Railroad Company ("L&N")).

WITNESSETH:

WHEREAS, by a Conditional Sale Agreement, dated as of April 1, 1974, (the "Conditional Sale Agreement") between Bethlehem Steel Corporation (the "Builder") and SCL and L&N, the Builder agreed to construct, sell and deliver to SCL and L&N, jointly and severally, on the terms and conditions therein set forth, the equipment described in Schedule B attached thereto (the "Equipment");

WHEREAS, by an Agreement and Assignment, dated as of April 1, 1974 (the "Assignment"), the Builder sold, assigned, transferred and set over to the Agent, its successors and assigns, all its rights, titles and interests in and to the Equipment and the Conditional Sale Agreement;

WHEREAS, the Conditional Sale Agreement was filed and recorded with the Interstate Commerce Commission on April 29, 1974, and assigned Recordation No. 7489;

WHEREAS, the Assignment was filed and recorded with the Interstate Commerce Commission on April 29, 1974, and assigned Recordation No. 7489-A;

WHEREAS, Article 6 of the Conditional Sale Agreement provides that when the Railroad has paid the full Purchase Price of the Equipment, together with interest, and performed all of its obligations under the Conditional Sale Agreement, title to the Equipment shall pass to and vest in the Railroad, and the Railroad will be entitled to receive, upon request, an instrument whereby the Agent transfers its title and interest in and to the Equipment to the Railroad; and

WHEREAS, the Railroad has made all payments and performed all of its obligations under the Conditional Sale Agreement and is therefore entitled to receive an instrument evidencing such transfer of title to the Equipment to the Railroad.

NOW, THEREFORE, in consideration of the mutual promises herein, and of Ten Dollars (\$10.00) paid to it by the Railroad, receipt of which is hereby acknowledged, the Agent does hereby (1) acknowledge satisfaction of all payments and obligations required of the Railroad under the Conditional Sale Agreement, and (2) transfer all its right, title and interest in and to the Equipment to the Railroad.

The Railroad does hereby release and discharge the Agent from any and all liability arising under the Conditional Sale Agreement and Assignment.

The Railroad will cause this instrument to be filed and recorded with the Interstate Commerce Commission pursuant

to 49 U.S.C. Section 11303, and will furnish a recorded counterpart thereof to the Agent.

This instrument shall be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Agent and the Railroad have caused this instrument to be signed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their respective officers as of the day and year first above written.

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

By

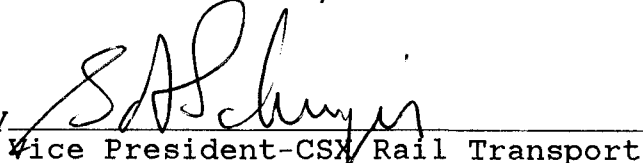

Vice President

ATTEST:


CORPORATE TRUST OFFICER

CSX TRANSPORTATION, INC.

By

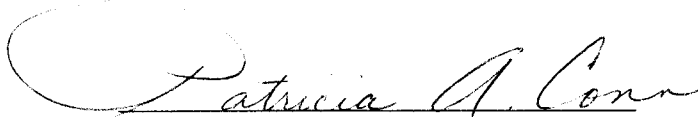

Vice President-CSX Rail Transport

ATTEST:


Assistant Secretary

STATE OF MARYLAND)
) SS:
CITY OF BALTIMORE)

On this 15th day of March, 1989, before me personally appeared R.E. SCHREIBER, to me personally known, who being by me duly sworn, says that he is a Vice President of Mercantile-Safe Deposit and Trust Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

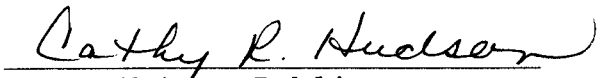

Notary Public

My Commission expires: 7-1-90.

NOTARIAL SEAL

STATE OF FLORIDA)
) SS:
COUNTY OF DUVAL)

On this 21 day of February, 1989, before me personally appeared B. A. Schwinger, to me personally known, who, being by me duly sworn, says that he is a Vice President-CSX Rail Transport of CSX Transportation, Inc., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public
NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Jan. 26, 1992
Bonded thru Patterson - Becht Agency

My Commission expires: _____.

NOTARIAL SEAL



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Recordation Files

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